

PREDIS

Consortium Agreement

PRE-DISPOSAL MANAGEMENT OF RADIOACTIVE WASTE

EU project 945098

Cali NFRP-2019-2020-10 RIA

Version FINAL (28 September 2020)

Revision history by coordinator vrr

Version	Date	Maior chanaes
v1	6.3.2020	First version for commenting round 1
v2	3.4.2020	Updated version for commenting round 2
v3	8.5.2020	Updated version after commenting round 2
v4	8.6.2020	Updated version after commenting round 3
v5	10.7.2020	Updated version after commenting round 4
v6	17.9.2020	Updated version after commentina round 5
Final	28.9.2020	Final for sianlna

Table of Content

CONSORTIUM AGREEMENT	3
1 Section: Definitions.....	7.
2 Section: Purpose	8.
3 Section: Entry into force, duration and termination.....	9
4 Section: Responsibilities of Parties.....	9
5 Section: Liability towards each other	11
6 Section: Governance structure	13..
7 Section: Financial provisions	20
8 Section: Results.....	2.3..
9 Section: Access Rights	25
10 Section: Non-disclosure of information	28
11 Section: Miscellaneous.....	30
12 Section Signatures	32
Attachment 1: Background included	81
Attachment 2: Accession document	97
Attachment 3: List of Third Parties for simplified transfer according to Section 8.3.2	98
Attachment 4: Identified Affiliated Entities according to Section 9.5	99
Attachment 5: Model Joint Controller Agreement.....	100
13 Appendix A: Description of Processing.....	105

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EURATOM) No 1314/2013 OF THE COUNCIL of 16 December 2013 on the Research and Training Programme of the European Atomic Energy Community (2014-2018) and REGULATION (EURATOM) No 2018/1563 of 15 October 2018 on the Research and Training Programme of the European Atomic Energy Community (2019-2020) complementing the REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in "Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020)" (hereinafter referred to as "Rules for Participation"), and the European Commission Multi-beneficiary General Model Grant Agreement (EURATOM) and its Annexes, and is made on 1 September 2020, hereinafter referred to as the Effective Date

BETWEEN:

**Teknologian tutkimuskeskus VTT Oy,
the Coordinator**

**NATIONAL NUCLEAR LABORATORY LIMITED,
Beneficiary**

**JRC -JOINT RESEARCH CENTRE- EUROPEAN COMMISSION,
Beneficiary**

INSTITUT MINES-TELECOM, a French public body governed by Decree of the French government n°2012-279 of 28 February 2012 modified by Decree of the French government n°2016-1527 of 14 November 2016, duly registered under French law under number 180 092 025 having its registered office 19 place Marguerite Perey 91120 Palaiseau, FRANCE, represented by its affiliate **Ecole Nationale Supérieure Mines-Télécom Atlantique Bretagne Pays de la Loire**, a French public body governed by the aforementioned Decrees and having its registered office Technopôle Brest Iroise CS83818 29238 Brest Cedex 3, FRANCE, represented by Mr Paul FRIEDEL, Director of Ecole Nationale Supérieure Mines-Télécom Atlantique Bretagne Pays de la Loire,
Beneficiary

COMMISSARIAT AL ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES, a French state-owned research entity with a scientific, technical or industrial activity duly organised under the laws of France and having its registered office, located Batiment Le Ponant D - 25, rue Leblanc - Paris 1^Sème (France) - and declared at the Paris Register of Commerce and Trade ("Registre du Commerce et des Sociétés de Paris") under the following registration number: R.C.S. PARIS B 775 685 019,

Represented by Mr Philippe Stohr, acting as Director of Energy Division,
Beneficiary

STUDIECENTRUM VOOR KERNENERGIE / CENTRE D'ETUDE DE L'ENERGIE NUCLEAIRE, also known as the Belgian Nuclear Research Centre], Foundation of Public Utility, SCK CEN, with its Registered Office in Belgium, Avenue Herrmann-Debroux 40, BE-1160 BRUSSELS and its Operational Office also in Belgium, Boeretang 200, BE-2400 MOL, with enterprise number 0406.568.867 and VAT number BE406.568.867, represented by Professor Eric van Walle, Director-General, and Professor Derrick P. Gosselin, Chairman of the Board of Governors, **Beneficiary**

**BUNDESANSTALT FUER MATERIALFORSCHUNG UNO -PRUEFUNG, established in
Unter den Eichen 87, DE-12205 Berlin,
Beneficiary**

**MAGICS INSTRUMENTS,
Beneficiary**

**TECHNICAL UNIVERSITY OF SOFIA,
Beneficiary**

**CESKE VYSOKE UCENI TECHNICKE V PRAZE, with its registered seat at Jugoslávských
partyzánů 1580/3, 160 00 Praha 5, represented by doc. RNDr. Vojtěch Petráček, CSc,
rector,
Beneficiary**

**CENTRUM VYZKUMU REZ s.r.o,
Beneficiary**

**STATNI USTAV RADIACNI OCHRANY v.v.i.,
Beneficiary**

**ÚJV Řež, a. s., with registered seat at Hlavní 130, Řež, 250 68 Husinec, Czech Republic,
registered in the Commercial Register of the Municipal Court in Prague, Section B, Insert 1833,
identification number: 463 56 088, represented by Daniel Jiříčka, Chairman of the Board of
Directors and Tomáš Novotný, Member of the Board of Directors,
Beneficiary**

**HELSINGIN YLIOPISTO,
Beneficiary**

**CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS, a public establishment
with a scientific and technological vocation, a research organization, whose registered office is
at rue Michel-Ange 3, 75794 PARIS CEDEX 16, France, SIREN number 180 089 013, APE
code 7219 Z, represented by Mr Antoine PETIT, Chairman and CEO, who has delegated his
signing authority to the Regional Delegate and other duly authorized representatives of the
Delegation Ile-de-France Gif-sur-Yvette, situated at 1, avenue de la Terrasse, 91198, Gif-sur-
Yvette, France, acting on behalf and for the following joint research unit :**

- Laboratoire de physique des 2 infinis - Irène Joliot-Curie (UMR9012 - IJCLab), directed by Mr.
Achille STOCCHI, **Beneficiary**

**CENTRALE LILLE INSTITUT,
Beneficiary**

**INSTITUT DE RADIOPROTECTION ET DE SURETE NUCLEAIRE,
Beneficiary**

**Orano Cycle, Société Anonyme organized under the laws of the State of France, registered
under number 305 207 169 RCS Nanterre, with its principal place of business at 125 Avenue de
Paris 92320 CHATILLON, France, represented by Jean-Michel ROMARY, Director of the
Dismantling and Nuclear Waste Management Department (DM2D),**

Beneficiary

**DMT GmbH & Co. KG,
Beneficiary**

**FORSCHUNGSZENTRUM JULICH GMBH, represented by its Board of Directors, for: Institute
of Energy and Climate Research Nuclear Waste Management and Reactor Safety (IEK-6),
established at Wilhelm-Johnen-Straße, 52428 Jülich, Germany, hereafter "JUELICH",
Beneficiary**

KARLSRUHER INSTITUT FUER TECHNOLOGIE,
Beneficiary

NATIONAL CENTER FOR SCIENTIFIC RESEARCH "DEMOKRITOS",
Beneficiary

**ISOTOPTECH NUKLEARIS TECHNOLOGIAI ESSZOLGALTATO ZARTKORUEN MUKODO
RESZVENYTARSASAG,**
Beneficiary

RADIOOKOLOGIAI TISZTASAGERT TARSADALMI SZERVEZET,
Beneficiary

TS ENERCON MERNOKIRODA KFT, (TS Enercon), whose registered office is at
CSALOGANY UTCA 23-33, BUDAPEST 1027, Hungary, represented by Mr Ferenc TAKATS,
Managing Director,
Beneficiary

ANSALDO NUCLEARE SPA,
Beneficiary

**AGENZIA NAZIONALE PER LE NUOVE TECNOLOGIE, L'ENERGIA E LO SVILUPPO
ECONOMICO SOSTENIBILE,**
Beneficiary

ISTITUTO NAZIONALE DI FISICA NUCLEARE,
Beneficiary

NUCLECO SOCIETA PER L'ECOINGEGNERIA NUCLEARE SOCIETA PER AZIONI,
Beneficiary

POLITECNICO DI MILANO,
Beneficiary

SOCIETA' GESTIONE IMPIANTI NUCLEARI PER AZIONI,
Beneficiary

UNIVERSITA DI PISA,
Beneficiary

**VALSTYBINIS MOKSLINIU TYRIMU INSTITUTAS FIZINIU IR TECHNOLOGIJOS MOKSLU
CENTRAS,**
Beneficiary

NUCLEAR RESEARCH AND CONSULTANCY GROUP, established in WESTERDUINWEG
3, 1755 LE PETTEN, The Netherlands, NL807320316801, represented by CEO -
Executive Board, Mr. H.S.A.G. Cuypers, hereafter referred to as NRG;
Beneficiary

INSTITUTT FOR ENERGITEKNIKK,
Beneficiary

REGIA AUTONOMA TEHNOLOGII PENTRU ENERGIA NUCLEARA- RATEN,
Beneficiary

AMPHOS 21 CONSULTING SL,
Beneficiary

**CENTRO DE INVESTIGACIONES ENERGETICAS, MEDIOAMBIENTALES Y
TECNOLOGICAS-CIEMAT,**
Beneficiary

**AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS,
Beneficiary**

**EMPRESA NACIONAL DE RESIDUOS RADIOACTIVOS SA,
Beneficiary**

**UNIVERSIDAD AUTONOMA DE MADRID,
Beneficiary**

PAUL SCHERRER INSTITUT, established at Forschungsstrasse 111, CH-5232 Villigen PSI,
Switzerland,
Beneficiary

**GALSON SCIENCES LIMITED,
Beneficiary**

**THE UNIVERSITY OF MANCHESTER,
Beneficiary**

**THE UNIVERSITY OF SHEFFIELD,
Beneficiary**

**NATIONAL SCIENCE CENTER KHARKOV INSTITUTE OF PHYSICS AND TECHNOLOGY,
Beneficiary**

**INSTITUTE OF ENVIRONMENTAL GEOCHEMISTRY OF THE NATIONAL ACADEMY OF
SCIENCES OF UKRAINE,
Beneficiary**

hereinafter, jointly or individually, referred to as "Parties" or "Party"

relating to the Action entitled

Pre-disposal management of radioactive waste

in short

PREDIS

hereinafter referred to as "Project"

WHEREAS:

Having regard to article 7 of the TREATY ESTABLISHING THE EUROPEAN ATOMIC ENERGY COMMUNITY (the "Community")

Having regard to the Co-operation Agreement between the European Atomic Energy Community and the Swiss Confederation in the field of controlled thermonuclear fusion and plasma physics of 4 September 1978

Having regard to Decision (EU) No 2017/1247 and Decision (EU) No 2017/1248 on the conclusion, on behalf of the EU, of the Association Agreement with Ukraine EU/Euratom and their member countries' Association Agreement with Ukraine

Having regard to Council Regulation (Euratom) No 2018/1563 of 15 October 2018 on the Research and Training Programme of the European Atomic Energy Community (2019-2020) complementing the Horizon 2020 Framework Programme for Research and Innovation,

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020).

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Parties and the Funding Authority (hereinafter "Grant Agreement").

The Parties are aware that this Consortium Agreement is based upon the DESCAs model consortium agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Section: Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules for Participation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

"Consortium Body":

Consortium Body means any management body described in the Governance Structure section of this Consortium Agreement.

"Consortium Pian"

Consortium Pian means the description of the action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the General Assembly.

"Funding Authority"

Funding Authority means the body awarding the grant for the Project.

"Defaulting Party"

Defaulting Party means a Party, which the General Assembly has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.2 of this Consortium Agreement.

"Needed"

means:

For the implementation of the Project:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, significantly

delayed, or require significant additional financial or human resources.

For Exploitation of own Results:

Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

"Persona! Data"

Persona! Data shall have the meaning given to it by Article 4(1) and Recital 26 GDPR, i.e. it includes any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Processing"

Processing shall have the meaning given to it by Article 4(2) GDPR. It entails any operation or set of operations which is performed on persona! data or on sets of persona! data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Processot"

Processor shall have the meaning given to it by Article 4(8) GDPR, a natural or legal person, public authority, agency or other body which processes persona! data on behalf of the controller.

"Controller"

Controller means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of persona! data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.

"Software"

Software means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

2 Section: Purpose

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organisation of the work between the Parties, the management of the Project and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution.

3 Section: Entry into force, duration and termination

3.1 Entry into force

A legal entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.

This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement.

A new legal entity becomes a Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement.

However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement.

If

- the Grant Agreement is not signed by the Funding Authority or a Party, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated,

this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

3.3 Survival of rights and obligations

The provisions relating to Access Rights, Dissemination and confidentiality, for the time period mentioned therein, as well as for liability, applicable law and settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the General Assembly and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

4 Section: Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant

Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Each Party undertakes to notify promptly, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks, if the Party is not prevented to do so by national mandatory law or pre-existing commitments with a third party at the Effective Date.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

4.2 Breach

In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the General Assembly, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the General Assembly may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof, which may include termination of its participation.

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement and for the consequences arising from such third party's non-compliance. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

4.4 Personal data

In the event Personal Data is Processed in the framework of this Consortium Agreement, the Parties undertake to respect their obligations in application of regulations in force and, especially, the regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data (hereinafter referred to as "GDPR") (including, without being limited to, authorisation or notification requirements). To further ensure this, where some or all of the Parties are joint Controllers of the Project's Personal Data in the meaning of GDPR Article 26, the respective Parties shall sign a separate joint controllership agreement substantially in the form of the model agreement attached as Attachment 5 hereto before the start of Processing. For sake of clarity, if needed the respective Parties may agree to amend the model agreement as needed for individual case. In addition and for sake of clarity, each Party being a sole Controller of any personal data Processed in the Project, shall ensure that appropriate data processing agreements are in place with its Personal Data Processors (if any).

5 Section: Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties and all information and materials are provided "as is".

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities) exercising its Access Rights.

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful misconduct, gross negligence or by a negligent, grossly negligent or wilful breach of confidentiality. For the avoidance of doubt, in case the indirect damage (and for clarity, direct damage subject to the below paragraph) is caused by not grossly negligent or not wilful breach of confidentiality, liability for such indirect damage (and for clarity, direct damage subject to the below paragraph) is limited with the monetary liability cap defined in the next paragraph below.

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to higher of:

- i) once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement or
 - ii) one hundred thousand (100 000) euros,
- provided such damage or loss was not caused by a wilful misconduct or gross negligence.

For sake of clarity, for Parties that are not signatories of the Grant Agreement the subsection ii) applies.

The terms of this Consortium Agreement shall not be construed to amend or limit any Party's statutory liability.

5.3 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Consortium Agreement or from its use of Results or Background.

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure.

Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

Compensation claims shall be excluded in case of Force Majeure or in case of any restriction resulting from import or export laws and regulations and/or in case of any delay in the granting or extension of an import or export license or of any other governmental authorization on the condition that the Party suffering from Force Majeure or governmental restriction or delay can give evidence that it uses reasonable efforts to fulfill its tasks properly and in time.

A failure by a Party to perform its obligations under this Consortium Agreement which is caused by an epidemic outbreak such as that of the COVID-19 virus, shall not be considered a breach if the Party can show that they have made all reasonable efforts to overcome such failure to perform.

5.5 Export Control

Notwithstanding anything to the contrary contained in this Consortium Agreement it is understood that the supply, export or transfer of goods, technologies, software, results, services and information under this Consortium Agreement may be subject to import or export control laws and regulations or any other governmental authorization.

In case any export control permissions or licenses are required for supplying, exporting or transferring goods, technologies, software, results, services or information by a Party to an Affiliated Entity of another Party the other Party to which such Affiliated Entity is related to is responsible to obtain such permissions and licenses.

In the case of transfer of material between Parties for the performance of the Project, a Material Transfer Agreement (MTA) may be entered into between the said Parties if required by either of them, on a case-by-case basis, and may be amended to contain specific conditions.

The Parties do not warrant that if any import or export license or any other governmental authorization is required for the fulfillment of any of its contractual obligations, such license or authorization will be issued or extended in due time but shall use all reasonable efforts to apply well in advance such license in relation to the planned point of export.

The Parties shall not be obliged to supply, export or transfer goods, technologies, software, results, services and information or to perform other contractual obligations of this Consortium Agreement if such supply would violate applicable import or export control laws or regulations of the Member States of the European Union or another country.

In any such case, the Parties make every reasonable effort to resolve the matter in a way such that a violation can be avoided. If this is not possible, and if the General Assembly decides that the affected tasks form a substantial part of the tasks of the concerned Party, the Party concerned by import or export control laws or regulations shall be entitled to terminate its participation in this Consortium with immediate effect and the remaining Parties shall adapt the work to be performed under the Grant Agreement as may be required.

5.6 Insurance

Each Party shall comply with the foregoing requirements by ensuring financial protection through governmental indemnities or private insurance, or any other appropriate financial protection in amounts sufficient to meet its obligations under this section, provided that this complies with their respective internal regulations.

6 Section: Governance structure

6.1 General structure

The organisational structure of the Consortium shall comprise the following Consortium Bodies:

General Assembly as the ultimate decision-making body of the consortium.

Management Team (MT) as the supervisory body for the execution of the Project, which shall report to and be accountable to the General Assembly.

Up-to-date list of the General Assembly and MT members are maintained by the Coordinator on the Project internal and secure working space.

The Coordinator is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

In addition to the aforementioned Consortium Bodies, an advisory board of end users (End Users Group, EUG) actively supports the Management Team in its tasks as specified in Section 6.5. A group of stakeholders is also associated for following the outcomes of the project.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Party, which is a member of a Consortium Body (hereinafter referred to as "Member"):
should be present or represented at any meeting of such Consortium Body;
may appoint a substitute or a proxy to attend and vote at any meeting;
and shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings

The chairperson of a Consortium Body shall convene meetings of that Consortium Body.

	Ordinary meeting	Extraordinary meeting
General Assembly	At least once a year	At any time upon written request of the Management team or 1/3 of the Members of the General Assembly
Management team	At least quarterly	At any time upon written request of any Member of the Management team

6.2.2.2 **Notice of a meeting**

The chairperson of a Consortium Body shall give notice in writing of a meeting to each Member of that Consortium Body no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
General Assembly	30 calendar days	14 calendar days
Management team	14 calendar days	7 calendar days

6.2.2.3 **Sending the agenda**

The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

General Assembly	<u>14 calendar days, 7 calendar days for an extraordinary meeting</u>
Management team	7 calendar days

6.2.2.4 **Adding agenda items:**

Any agenda item requiring a decision by the Members of a Consortium Body must be identified as such on the agenda.

Any Member of a Consortium Body may add an item to the original agenda by written notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

General Assembly	<u>14 calendar days, 7 calendar days for an extraordinary meeting</u>
Management team	2 calendar days

6.2.2.5

During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda.

6.2.2.6

Meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

6.2.2.7

Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.2.5.

6.2.2.8

Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document, which is then agreed by the defined majority (see Section 6.2.3) of all Members of the Consortium Body. Such document shall include deadline of ten (10) calendar days for responses.

Decisions taken without a meeting shall be considered as accepted if, within the period set out in article 6.2.4.4, no Member has sent an objection in writing to the chairperson. The decisions will be binding after the chairperson sends to all Members of the Consortium Body and to the Coordinator a written notification of this acceptance.

6.2.3 Voting rules and quorum

6.2.3.1

Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting, which shall be entitled to decide even if less than the quorum of Members are present or represented.

6.2.3.2

Each Member of a Consortium Body present or represented in the meeting shall have one vote.

6.2.3.3

A Party, which the General Assembly has declared according to Section 4.2 to be a Defaulting Party, may not vote.

6.2.3.4

Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

6.2.4 Veto rights

6.2.4.1

A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected in a negative way by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.2.4.2

When the decision is foreseen on the original agenda, a Member may veto such a decision during the meeting only.

6.2.4.3

When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 calendar days after the draft minutes of the meeting are sent. A Party that is not a Member of a particular

Consortium Body may veto a decision within the same number of calendar days after the draft minutes of the meeting are sent.

6.2.4.4

When a decision has been taken without a meeting, a Member may veto such decision within 15 calendar days after written notification by the chairperson of the outcome of the vote.

6.2.4.5

In case of exercise of veto, the Members of the related Consortium Body shall make every effort to resolve the matter, which occasioned the veto to the general satisfaction of all its Members.

6.2.4.6

A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination of its participation in the consortium or the consequences of them.

6.2.4.7

A Party requesting to leave the consortium may not veto decisions relating thereto.

6.2.5 Minutes of meetings

6.2.5.1

The chairperson of a Consortium Body shall produce written minutes of each meeting, which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 14 calendar days of the meeting.

6.2.5.2

The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.2.5.3

The chairperson shall send the accepted minutes to all the Members of the Consortium Body and to the Coordinator, who shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

In addition to the rules described in Section 6.2, the following rules apply:

6.3.1.1 *Members*

§

The General Assembly shall consist of one representative of each Party (hereinafter General Assembly Member).

§

Each General Assembly Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement except if according to a Party's internal rules, some proposed decisions must be approved by an authorized representative not attending the General Assembly but in such case the respective Party shall, immediately after receiving the meeting Agenda, inform the Coordinator to agree reasonable measures to be taken to ensure that no delays occur to the decision making procedure of the General Assembly.

§

The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly.

§

The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.3.1.2 Decisions

The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Management team shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified Affiliated Entities)

Evolution of the consortium

- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party

- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the Funding Authority for a change of the Coordinator
- Proposal to the Funding Authority for suspension of all or part of the Project
- Proposal to the Funding Authority for termination of the Project and the Consortium Agreement

Appointments

On the basis of the Grant Agreement, the appointment or re-appointment if necessary of:

Management team Members

6.3.2 Management team

In addition to the rules in Section 6.2, the following rules shall apply:

6.3.2.1 Members

The Management team shall consist of the Coordinator, the work package leaders and one optional advisor from each work package leader Party. For clarity, each Member only has one vote despite of the presence of the optional advisors.

The Coordinator shall chair all meetings of the Management team, unless decided otherwise by a majority of two-thirds.

6.3.2.2 Minutes of meetings

Minutes of Management team meetings, once accepted, shall be sent by the Coordinator to the General Assembly Members for information.

6.3.2.3 Tasks

§ 1

The Management team shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Section 6.3.1.2.

§

The Management team shall seek a consensus among the Parties.

§

The Management team shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

§

The Management team shall monitor the effective and efficient implementation of the Project.

§

In addition, the Management team shall collect information according to periodic and interim reports described in the Grant Agreement (M6, M12, M24, M30, M39, M48) on the progress of the Project, examine that information to assess the compliance of the Project with the

Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the General Assembly.

§

The Management team shall:

- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Funding Authority in respect of the procedures of the Grant Agreement Article 29.

§

In the case of abolished tasks as a result of a decision of the General Assembly, the Management team shall advise the General Assembly on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.4 Coordinator

6.4.1

The Coordinator shall be the intermediary between the Parties and the Funding Authority and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement.

6.4.2

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

If one or more of the Parties is late in submission of any Project deliverable, the Coordinator may nevertheless submit the other 'Parties' Project deliverables and all other documents required by the Grant Agreement to the Funding Authority in time.

6.4.3

If the Coordinator fails in its coordination tasks, the General Assembly may propose to the Funding Authority to change the Coordinator.

6.4.4

The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement.

6.4.5

The Coordinator shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the Grant Agreement.

6.5 End User Group (EUG)

An End User Group (EUG) of companies/organisations will be formed to follow the progress of the Project. EUG participants are approved by the General Assembly. Communication with the EUG will be the responsibility of the Coordinator. The EUG shall appoint a Spokesperson of the group. The EUG has no power to influence the decisions made by the Management Team and/or the General Assembly. The role of the EUG is to provide feedback and guidance to the activities and outcomes to ensure high impact of the Project. The Coordinator will ensure that a non-disclosure agreement is executed between the Coordinator representing the Parties and each EUG member substantially in the form of the NDA model attached as Annex 6 hereto. Therefore, each Party allows expressly the Coordinator to sign the said NDA on behalf of the said Party. The NDA shall be concluded no later than 30 calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier. The EUG members who have duly signed the above mentioned NDA shall be allowed to participate in the annual Project meetings, workpackage specific meetings, and workshops, all of them only upon invitation by the Management Team but do not have any voting rights.

A copy of the signed NDA shall be sent to the other Parties, upon separate request.

6.6 Stakeholder group

A Stakeholders group of companies/organisations will be formed, representing a wider community who has interest to follow the progress of the Project. Membership to the Stakeholders group is approved by the Management Team. Communication with the Stakeholders group will be the responsibility of the Coordinator. The Stakeholder's group has no power to influence the decisions made by the Management Team and/or the General Assembly. The Stakeholder group's members shall be allowed to participate in dissemination workshops upon invitation.

7 Section: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

The financial contribution of the Funding Authority to the Project shall be distributed by the Coordinator according to:

- the Consortium Plan
- the approval of reports by the Funding Authority, and

- the provisions of payment in Section 7.3.

A Party shall be funded only for its tasks carried out in accordance with the Consortium Plan.

7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Project towards the Funding Authority. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Funding Authority.

7.1.3 Funding Principles

A Party that spends less than its allocated share of the budget as set out in the Consortium Plan or - in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs only.

A Party that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

However, in the case that one or more Parties have not used their allocated share of the budget at the end of the Project, once all final financial reports have been submitted to the Coordinator and thereafter accepted by the Funding Authority and paid in full, the excess EC budget may be used to fund any duly justified eligible costs of other Parties, in an equitable manner to be proposed by the Coordinator and decided on by the Members of the Management Team.

7.1.4 Additional Funding

In addition to the funding to be requested from the Funding Authority under the Grant Agreement, certain Parties receive their funding fully or partly from other sources (such as additional co-funding). The Parties shall, if necessary, individually provide the additional funding required to carry-out their own share of the work as specified in the Grant Agreement.

The terms relating to such additional funding shall have no effect to the obligations of any other Party hereunder. A Party having additional funding is individually and solely liable for complying with rules relating to such additional funding and for any justification of costs or otherwise by such Party. There shall be no joint and several liability of the Parties hereto, for any obligations under any such additional funding. Neither the Coordinator nor any of the other Parties shall be in any way liable towards the other funding organisation(s) providing such additional funding to a Party.

7.1.5 Return of excess payments; receipts

7.1.5.1

In any case of a Party having received excess payments, the Party has to return the relevant amount to the Coordinator without undue delay.

7.1.5.2

In case a Party earns any receipt that is deductible from the total funding as set out in the Consortium Plan, the deduction is only directed toward the Party earning such income. The other Parties' financial share of the budget shall not be affected by one Party's receipt. In

case the relevant receipt is more than the allocated share of the Party as set out in the Consortium Plan, the Party shall reimburse the funding reduction suffered by other Parties.

7.1.6 Financial Consequences of the termination of the participation of a Party

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor. If a Party leaving the consortium is funded by another source than Funding Authority, and the Party has entered into a separate funding agreement with the source stating provisions contrary to the above said, the provisions in such separate funding agreement with the source shall prevail.

Furthermore, a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

7.2 Budgeting

The budget set out in the Consortium Plan shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

7.3 Payments

7.3.1 Payments to Parties are the exclusive tasks of the Coordinator.

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Funding Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

- With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

7.3.2

All payments shall be made without undue delay by the Coordinator after receipt of funds from the Funding Authority subject to the payment schedule defined in this Consortium Agreement and in accordance with the Grant Agreement, this Consortium Agreement and the decisions of the General Assembly on the Consortium Plan (including the budget and payment plan).

The payments shall be distributed in a way to keep the cash flow in line with the expenses accrued and they shall correspond to the estimated amount of costs of the Party for the next implementation period, the amount of pre-financing provided by the European Commission and the reimbursement rate of the Party for the Funding Authority's financial contribution.

The payment schedule, which contains the transfer of pre-financing and interim payments to Parties, will be handled according to the following:

Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the Funding Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Funding Authority will be paid to the Party concerned.

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Beneficiary which has not yet signed this Consortium Agreement.

The Coordinator is entitled to recover any payments already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority.

7.4 Payments to the Joint Research Centre

Because of its particular status as a Commission Directorate general, The Joint Research Centre (JRC) - participating in this Project through its Directorate for Nuclear Safety and Security, signs an Administrative Arrangement with DG RTD. This Administrative Arrangement is an annex to the Grant Agreement and regulates relations within the Commission including inter-Commission payments.

8 Section: Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

Joint ownership is governed by Grant Agreement Article 26.2 with the following additions:

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities, and for such non-commercial public service missions and/or other non-commercial activities that are all based on applicable mandatory laws, on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
 - (a) at least 45 calendar days advance notice; and
 - (b) Fair and Reasonable compensation, as defined in the article 25.3 of the Grant Agreement; and
 - (c) No patent or patent procedures are affected.

The joint owners shall agree on all protection measures and the division of related cost in advance.

8.3 Transfer of Results

8.3.1

Each Party may transfer ownership of its own Results following the procedures of the Grant Agreement Article 30.

8.3.2

It may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

8.3.3

The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment (3) after signature of this Agreement requires a decision of the General Assembly.

8.3.4

The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.

8.3.5

The obligations above apply only for as long as other Parties still have - or still may request - Access Rights to the Results.

8.4 Dissemination

8.4.1

For the avoidance of doubt, nothing in this Section 8.4 has impact on the confidentiality obligations set out in Section 10.

8.4.2 Dissemination of own Results

8.4.2.1

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 21 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 14 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.2.2

An objection is justified if

- (a) the protection of the objecting Party's Results or Background would be adversely affected
- (b) the objecting Party's legitimate academic or commercial interests in relation to the Results or Background would be significantly harmed.

The objection has to include a precise request for necessary modifications.

8.4.2.3

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

8.5

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted.

8.5.1 Dissemination of another Party's unpublished Results or Background

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published by the owning Party or by a third party with the owning Party's authorization.

8.5.2 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

8.5.3 Use of names, logos or trademarks

Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

9 Section: Access Rights

9.1 Background included

9.1.1

In Attachment 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

9.1.2

Any Party may add further own Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the General Assembly is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.2 General Principles

9.2.1

Each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

9.2.2

Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

Results and Background shall be used only for the purposes for which Access Rights to it have been granted.

9.2.6

All requests for Access Rights shall be made in writing. The granting of Access Rights may be made conditional on the acceptance of specific conditions through a separate license agreement aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

9.2.7

The requesting Party must show that the Access Rights are Needed.

9.3 Access Rights for implementation

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted for the duration of the Project on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions.

Access rights to Results for internal non-commercial research and educational activities and for non-commercial public service missions based on applicable mandatory laws shall be granted on a royalty-free basis.

9.4.2

Access Rights to Background if Needed for Exploitation of a Party's own Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions.

9.4.3

A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.

9.4.4.

The owning Party may impose to the Party requesting an Access Right the execution of a separate license agreement. The terms and conditions of Exploitation of the Results and/or Background shall be determined before any (industrial or commercial) Exploitation between the Parties concerned.

9.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4, if they are identified in Attachment 4 (Identified Affiliated Entities) to this Consortium Agreement.

Such Access Rights must be requested by the Affiliated Entity from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's Affiliated Entities listed in Attachment 4. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Affiliated Entities, which obtain Access Rights in return, fulfil all confidentiality and other obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such Affiliated Entities were Parties.

Access Rights may be refused to Affiliated Entities if such granting is contrary to the legitimate interests of the Party, which owns the Background or the Results.

Access Rights granted to any Affiliated Entity are subject to the continuation of the Access Rights of the Party to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

9.6 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the Grant Agreement or this Consortium Agreement shall be at the absolute discretion of the owning Party and

subject to such terms and conditions as may be agreed between the owning and receiving Parties.

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

As regards Results developed before the accession of the new Party, the new Party will be granted Access Rights on the conditions applying for Access Rights to Background.

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the General Assembly to terminate its participation in the consortium.

9.7.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation. It may request Access Rights within the period of time specified in Section 9.4.3.

9.7.2.2 Access Rights to be granted by any leaving Party

Any Party leaving the Project shall continue to grant Access Rights pursuant to the Grant Agreement and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

9.8 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software.

Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

Access Rights to Software apply only to the object code (i.e. the compiled, assembled, or machine executable version of the Software) unless otherwise agreed between the Parties concerned.

A separate license agreement shall be executed between the Parties concerned.

10 Section: Non-disclosure of information

10.1

Any information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of

disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

10.2

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, during the Project and for a period of 4 years after the end of the Project:

- Not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient to its employees shall take place on a strict need-to-know basis, for the avoidance of doubt it is specified that disclosure by a Recipient of Confidential Information to Affiliated Entities listed in Attachment 4 is considered internal distribution; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

10.3

The recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties or Affiliated Entities listed in Attachment 4, involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

10.4

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or

- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a final court or administrative order, subject to the provision Section 10.7 hereunder.

10.5

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care

10.6

Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a final court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information and
- make such disclosure only to the extent it is compelled.

11 Section: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this care text and

Attachment 1 (Background included)

Attachment 2 (Accession document)

Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)

Attachment 4 (Identified Affiliated Entities)

Attachment 5 (Model Joint controller agreement)

Attachment 6 (EUG NDA Commitment)

In case the terms of this Consortium Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail. In case of conflicts between the attachments and the care text of this Consortium Agreement, the latter shall prevail.

Should any provision of this Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated that fulfils the purpose of the original provision.

11.2 No representation, partnership or agency

Except as otherwise provided in Section 6.4.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 Notices and other communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.

Formal notices:

If it is required in this Consortium Agreement (Sections 4.2, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or e-mail with receipt acknowledgement.

Other communication:

Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator. The address list shall be accessible to all Parties.

11.4 Assignment and amendments

Except as set out in Section 8.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval. Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.1.2 require a separate written agreement to be signed between all Parties.

The Parties recognize that, in view of the ongoing COVID-19 pandemic, decisions taken by national authorities could lead to a suspension and / or significant reduction in effort by one or more Parties, leading to inability or a delay in completing tasks to be carried out under the terms of this Consortium Agreement and the Grant Agreement. If such occurs, the Parties agree to consult each other and the Funding Authority to determine whether any modifications to the Grant Agreement are necessary.

11.5 Mandatory national law

Nothing in this Consortium Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

11.6 Language

This Consortium Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

11.7 Applicable law

This Consortium Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

11.8 Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules, unless one of the Parties involved in the respective dispute is either (i) a French public body or (ii) other Party not authorized under its statutes to have recourse to arbitration. In such case the courts of Brussels shall have exclusive jurisdiction.

The place of arbitration shall be Brussels, Belgium and the language of the arbitration shall be English, if not otherwise agreed by the conflicting Parties.

The award of the arbitration will be final and binding upon the Parties.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

12 Section Signatures

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signatura pages the day, month and year first above written in one original copy. The original of this Consortium Agreement shall be kept by the Coordinator and a copy of the certified Agreement shall be provided to each Party. The Coordinator shall give at first request of any Party a duplicate.

TEKNOLOGIAN TUTKIMUSKESKUS VTT OY

Signature

Name **Erja Turunen**
Title **Executive Vice President**
Date **4.11.2020**



NATIONAL NUCLEAR LABORATORY LIMITED

Signature(s)

Name(s) Alex Carne-Ross

Title(s) Commercial Manager

Date 21st Oct 2020



JRC - JOINT RESEARCH CENTRE - EUROPEAN COMMISSION

Signatura *Qualified e/ectronic signature*

Name Dr. Maria Betti

Title Director of Directorate G - Nuclear Safety and Security



Qualified electronic signature (QES), compliant to EU Regulation No 910/2014 ("eIDAS" Regulation)

Validation Policy : QES AdESQC TL **basad**

Validate electronic signatures and indicates whether they are Advanced electronic Signatures (AdES), AdES supported by a Qualified Certificate (AdES/QC) or a Qualified electronic Signature (QES.) All certificates and their related chains supporting the signatures are validated against the EU Member State Trusted Lists (this includes signer's certificate and certificates used to validate certificate validity status services - CRLs, OCSP, and time-stamps).

Signature : S-A1COD4AE88108014B16ED4740BE8F3897E87D1127041187B2D0795AE8AAC8ED9

Qualification level : QESig
Indication : TOTAL_PASSED
Signatura Format : PAdES-BASELINE-T
Certificate chain: MARIABETTI
DigitalSign Qualified CA - G3
On claimed time : 2020-10-09T16:23:44
Beat signatura time : 2020-10-09T16:24:21
Signatura position: 1 out of 2
Signatura scope: Partiel PDF (PARTIAL)
The document ByteRange: (0, 14755, 33701, 349)

Signature : S-A099D740B934CA49359054FC339A68&3E219B08C74273062CC78F1A6C11C7BA5

Qualification level : QESig
Indication : **TOTAL_PASSED**
The certificate is not for eSig at issuance time!
The certificate is not for eSig at (best) signing time!
Signatura Format : PAdES-BASELINE-T
Certificate chain: EC_SG
QuoVadis Belgium Issuing CA G2
QuoVadis Enterprise Trust CA 1 G3
QuoVadis Root CA 1 G3
On claimed time : 2020-10-12T06:47:33
Beat signatura time : 2020-10-12T06:47:34
Signatura position: 2 out of 2
Signatura scope: Full PDF (FULL)
Full document

Document Information

Signatures total: 2 valid signatures, out of 2
Document name : 35523 PREDIS_Consortium Agreement- Signed p. 35.pdf



INSTJTUT MINES-TELECOM, represented by IMT Atlantique Bretagne Pays de la Loire



COMMISSARIAT AL ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES

Signatura

Name Philippe Stohr

Title Director of Energy Division

Date



STUDIECENTRUM VOOR KERNENERGIE / CENTRE D'ETUDE DE L'ENERGIE NUCLEAIRE also known as the Belgian Nuclear Research Centre, Foundation of Public Utility, SCK CEN, with its Registered Office in Belgium, Avenue Herrmann-Debroux 40, BE-1160 BRUSSELS and its Operational Office also in Belgium, Boeretang 200, BE-2400 MOL,

(.....),

Name: Professor Eric van Walle

Title: Director-General

Date: 2020-10-02

Signature:

Professor Derrick P. Gosselin
Chairman

Name: Ir. Sigrid Jo_urdain
Title: Managing d1rector
Date:



Title -lead of Sectieft- *lec* (

Z.9 Research Services

Date



MAGICS INSTRUMENTS

Signatura

Name Jens Verbeeck

Title CEO

Date



Title Rector
Date



CESKE VYSOKE UCENI TECHNICKE V PRAZE

Signature(s)

Name(s) assoc. Prof. RNDr. Vojtěch Petráček, CSc.

Title(s) Rector

Date **22-10-2020**

„Vysoké učení technické v Praze“
REKTORÁT
„W. N. VSKÝCH PRAHA“ z. s. r. o. 1580/3
P. (JO PRAHA 6 - OJEVICE
(7/3)



CENTRUM VYZKUMU REZ s.r.o

research entity registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File **89698**, address Hlavní 130, Řež, 250 68 Husinec

Signature(s)

Name(s) Ing. Milan Atrk, *ti.ti*

Title(s) General Director

Date

Signature(s)

Name(s) **Ing. Ján Milčák**

Title(s) Statutory

Date



STATNI USTAV RADIACNI OCHRANY, v.v.i.

Signature(s) /- _____

Name(s) RNDr. Zdeněk Rozlívka

Title(s) Managing director

Date September 29th, 2020

STÁTNÍ ÚSTAV RADIACNÍ OCHRANY
NATIONAL RADIATION PROTECTION INSTITUTE
Sárto kova 28. 140 00 **Praha 4**
Ciii67.h **Republo**



ÚJV Řež, a. s.

Signature(s)

Name(s)

Tomáš Novotný

Title(s)

Member of the Board of Directors

Date

-1 ·10· 2020

-1 ·10-2020



HELSINGIN YLIOPISTO

Signatura

Name Prof. Heikki Tenhu

Title Head of Dept. of Chemistry

Date 16.10.2020



CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS

Signature(s)

Name: Françoise Barrière / Annabelle Alves / Marie-Hélène Papillon/ Carole Le Contel

Title: Regional Representation of the Delegation Ile-de-France Gif-sur-Yvette

Date **- 9 OCT. 2020**

Pour le président directeur général
Anabelle I VES
Resp. service partenariat et valorisation
CNRS Ile-de-France Gif-sur-Yvette



CENTRALE LILLE INSTITUT

Signature

Name Emmanuel DUFLOS

Title Director General of Centrale Lille Institut

Date



INSTITUT DE RADIOPROTECTION ET DE SURETE NUCLEAIRE (ref. IRSN 21643)

Signature(s)

Name(s) Jean-Christophe NIEL

Title(s)

Date



Signature
numérique de Jean-
Christophe NIEL
Date :2020.12.11
10:20:22 +01'00'



Orano Cycle

Signature

Signature numérlquede
ROMARY Jean-Michel
Date: 2020.10.19
20:22:s s +o2·00·

Name Jean Michel ROMARY

Title Senior Executive Vice President - Dismantling & Waste Management Division
- Orano

Date



DMT GmbH & Co. KG

Date Essen, Sept. 30 2020

Signatura(s)

Name(s) Dr. Maik Tiedemann

Title(s) CEO Managing Director



FORSCHUNGSZENTRUM JULICH GMBH

Jülich, Germany, 01. **KOV. 2020**

—
—
i.V. Doris Vorloeper-Heinz
Head of Contract Management
External Funding Management

—
i.V. Prof. Dr. Dirk Bosbach
Director of the Institute of Energy and
Climate Research
Nuclear Waste Management and Reactor
Safety (IEK-6)



KARLSRUHER INSTITUT FUER TECHNOLOGIE

Signature(s)  M rlen hlit> Iring
Legal Affairs

Name(s) p.p. Tim Drees

Nadine Walter Klejnowski
p.p.le,u Mie k

Title(s) **Legal** Affairs Unit

Date 20.11.2020



Title: Director & Chairman of the Board

Date 17/11/2020



**ISOTOPTECH NUKLEARIS TECHNOLOGIAI ES SZOLGALTATO ZARTKORUEN
MUKODO RESZVENYTARSASAG**

Signature: (9-----) [Handwritten signature]

Name: MIHÁLY Veres

Title: CEO

Date 06/11/2020

Isrot(fJpter:hZrt.
!11 Il l>n:mi.Piac_11.SJ.1119.
Cs. A díl „ru w 11804 62+09
oporr ion.u. fiómhn:1: 177811 8-5-1.S
Hunk li fiit:06-000@00 17 (19794
Pu Ma cfn1; 1001 l)cbr tcn. l*t: 390.



RADIOÖKOLÓGIAI TISZTASÁGÉRT TÁRSADALMI SZERVEZET

Signature(s)

Name(s)

Tibor KOVACS

Gergo BATOR

Title(s)

President

Vice-President

Date

28. September 2020

28. September 2020

RADIOÖKOLÓGIAI
TISZTASÁGÉRT
TÁRSADALMI SZERVEZET
3200 Veszprém, József A. u. 7/A. II/10.
Adószám: 15914252-2-19
Bsz.: 11600006-0000000-19295228



TS ENERCON MERNOKIRODA KFT

Signature

Name

Ferenc TAKATS

Title

Managing Director

Date



ANSALDO NUCLEARE SPA

Signatura

/

Name

Title CEO

Date



**AGENZIA NAZIONALE PER LE NUOVE TECNOLOGIE, L'ENERGIA E LO SVILUPPO
ECONOMICO SOSTENIBILE**

Signature

Name Alessandro Dodaro

Title Head of Fusion and Fission Technology Department

Date

Et&
**DEPARTMENT OF FUSION AND
TECHNOLOGY FOR NUCLEAR
SAFETY AND SECURITY**
Vittorio Director
IRI. Alessandro Dodaro



ISTITUTO NAZIONALE DI FISICA NUCLEARE

Signature(s)

Name(s) Professor Luca Lista/

Title(s) Director of the Department of Naples (*Sezione di Napo/J*)

Date



UNIVERSITA DEGLI STUDI DELLA CAMPANIA LUIGI VANVITELLI

Signature(s)

Name(s) Professor Lucio Gialanella

Title(s) Director of the Department of Mathematics and Physics

Date

- **Unlwni_**
- **dep Studi**
- **delta Campania**



NUCLECO SOCIETA P L'ECOINGEGNERIA NUCLEARE SOCIETA PER AZIONI

Signature(s)

Name(s) L berto D'Art'drea

Title(s) CEO Nucleco Spa

Date



POLITECNICO DIMILANO \ /

Signature -

Name Prof. Giovanni Gustavo Lozza

Title Head of Department of Energy

Date



SOCIETA' GESTIONE IMPIANTI NUCLEARI P.ER AZIONI

Signature(s)

Name(s) Angelo PARATORE

Title(s) National Repository - Technology Partnership Responsible

Date



UNIVERSITA DI PI

Signature(s)

Name(s) prof. Leonardo Tognotti

Title(s): Head of the DICI-Universi of Pisa Date

IL CAPOINCARICATO DEL DIPARTIMENTO

2.9 SET. 2020



**VALSTVBINIS MOKSLINIŲ TYRIMŲ INSTITUTAS FIZINIŲ IR TECHNOLOGIJOS
MOKSLŲ CENTRAS**

Signature

Name Gintaras Valušis

Title Director

v



**VALSTYBINIS MOKSLINIŲ TYRIMŲ INSTITUTAS FIZINIŲ IR TECHNOLOGIJOS
MOKSLŲ CENTRAS**

Signatura

Name Gintaras Valušis

Title Director

V



NUCLEAR RESEARCH AND CONSULTANCY GROUP

Name(s) Mr. H.S.A.G. Cuypers

Name: Mr. M.W.N. Smit

Title(s) CEO - Executive Board

Title: CFO - Executive Board


Date

Date:

Signature



REGIA AUTONOMA TEHNOLOGII PENTRU ENERGIA NUCLEARA - RATEN,
represented by the Institute for Nuclear Research

Signature(s)		Institute for Nuclear Research
Name(s)	Dr. ing. Constantin PAUNOIU	Subsidiary of RATEN;
Title(s)	Director of the Institute for Nuclear Research Pitesti (RATEN ICN)	Str. Cimpuluf nr. 1
		Pltefti, Mloveni 115400
		<u>ROMANIA</u>

Date



AMPHOS 21 CONSULTING SL

Signatura(s) ...

Name(s)

Title(s) General Director

Date

30.09.2020.

AMPHOS 21
Amphos 21 Consulting, S.L.
Carrer de Venezuela, 103 2-1
08019 Barcelona
CIF: B60626447
T.935830500 - F.933075928



**CENTRO DE INVESTIGACIONES ENERGETICAS, MEDIOAMBIENTALES Y
TECNOLOGICAS-CIEMAT**

Signature(s)

Firmado por 17845312A CARLOS ALEJALDRE (R:
Q2820002J) el día 20/10/2020 con un certificado
emitió por AC Representación

Name(s): Carlos Alejaldre

Title(s): Director General

Date: October 20th, 2020





EMPRESA NACIONAL DE RESIDUOS RADIOACTIVOS SA

Signature(s)

Name: Mariano Navarro Santos

Title: Engineering Director

Date :

Signature(s)

Name(s) Jose Luis Navarro Rib a

Title: President of Enresa

Date:

21/10/2020



enresa

UNIVERSIDAD AUTONOMA DE MADRID

Title Vice-rector for Research

Date 29/09/2020



PAUL SCHERRER INSTITUT

Signature(s)

Name(s) Prof. Dr. Andreas Pautz Prof. Dr. Sergey Churakov

Title(s) Division Head Project Manager

Nuclear Energy and Safety

Date



GALSON SCIENCES LIMITED

Signature(s) _____

Name(s) Dr. Daniel A. Galson

Title(s) Managing Director

Date 29 Sept. 2020



THE **UNIVERSITY OF MANCHESTER**

Signatura

Name(s) Dr Andrew Walsh

Title(s) Director of Research and Business Engagement Services

Date 29th September 2020



THE UNIVERSITY OF SHEFFIELD

Signature(s)

Name(s)

Title(s)

Date

6th October 2020



NATIONAL SCIENCE CENTRE KHARKOV INSTITUTE OF PHYSICS AND TECHNOLOGY

Signature

Name Sergey Sayenko

Title Head of Department

Date 28.09.2020



INSTITUTE OF ENVIRONMENTAL **GEOCHEMISTRY** OF THE **NATIONAL ACADEMY** OF
Date



Attachment 1: Background included

According to the Grant Agreement (Article 24) Background is defined as "data, know-how or information (...) that is needed to implement the action or exploit the results". Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the Project. This is the purpose of this attachment.

PARTY 1

As to TEKNOLOGIAN TUTKIMUSKESKUS VTT OY, it is agreed between the Parties that, to the best of their knowledge

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
VTT's O&M Analytics Toolbox: A software library with functionality to support industrial operation and maintenance.	VTT excludes all access rights to this background.	VTT excludes all access rights to this background.
Pilot system developed in the H2020 project Modern2020		
VTT proprietary embedded system platforms (e.g. VTT Tinv Nade)		

This represents the status at the time of signature of this Consortium Agreement.

PARTY2

As to NATIONAL NUCLEAR LABORATORY LIMITED it is agreed between the Parties that, to the best of their knowledge

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
1) Electrolytic treatment for nuclear decontamination,	The use of any NNL Background IP will be subject to separate written	The use of any NNL Background IP Needed for exploitation of requestinQ

Attachment 1: Background included

According to the Grant Agreement (Article 24) Background is defined as “data, know-how or information (...) that is needed to implement the action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the Project. This is the purpose of this attachment.

PARTY 1

As to TEKNOLOGIAN TUTKIMUSKESKUS VTT OY, it is agreed between the Parties that, to the best of their knowledge

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
VTT's O&M Analytics Toolbox: A software library with functionality to support industrial operation and maintenance.	VTT excludes all access rights to this background.	VTT excludes all access rights to this background.
Pilot system developed in the H2020 project Modern2020		
VTT proprietary embedded system platforms (e.g. VTT Tiny Node)		

This represents the status at the time of signature of this Consortium Agreement.

PARTY 2

As to NATIONAL NUCLEAR LABORATORY LIMITED it is agreed between the Parties that, to the best of their knowledge

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
1) Electrolytic treatment for nuclear decontamination,	The use of any NNL Background IP will be subject to separate written	The use of any NNL Background IP Needed for exploitation of requesting

<p>as per patent application - WO2018020228</p> <p>2) Electrolytic treatment for nuclear decontamination, as per patent application - GB1817604.0</p> <p>And all subsequent filings including but not limited to PCT, continuations, continuations in-part, divisional applications and granted patents that derive from either or both of the above patent applications worldwide.</p>	<p>agreement between NNL and the party requesting access.</p>	<p>Party's own Results will be subject to the agreement on fair and reasonable conditions between NNL and the party requesting access.</p>
<p>Know-how related to the use of ultrasound and the development, application and analysis of decontamination solutions delivered via foams, gels and other viscous products</p>	<p>The use of any NNL Background IP will be subject to separate written agreement between NNL and the party requesting access.</p>	<p>The use of any NNL Background IP Needed for exploitation of requesting Party's own Results will be subject to the agreement on fair and reasonable conditions between NNL and the party requesting access.</p>
<p>The NNL Semi-Autonomous Robotics Test Facility (this may be used to demonstrate store automation).</p> <p>This robotic set-up includes 2 industrial KR180 Kuka Robots which operate in a semi autonomous manner using a range of different end effectors. Purposely designed to increase productivity and reduce the cost of remote sort and segregation of miscellaneous beta and gamma waste.</p> <p>The source code and file executables for autonomous operation, vision aquisition systems, and robot path planning systems are owned by NNL. Source code will not be made available as part of the PREDIS project.</p>	<p>The use of any NNL Background IP will be subject to separate written agreement between NNL and the party requesting access.</p>	<p>The use of any NNL Background IP Needed for exploitation of requesting Party's own Results will be subject to the agreement on fair and reasonable conditions between NNL and the party requesting access.</p>
<p>NNL / Sellafield Ltd Stores and Automation Commercial Projects – NNL delivers</p>	<p>The use of any NNL Background IP will be subject to separate written</p>	<p>The use of any NNL Background IP Needed for exploitation of requesting</p>

projects on behalf of the UK end users for Nuclear Waste stores any Information, Designs, IP, and patents for these projects will not be available to the PREDIS project.	agreement between NNL and the party requesting access.	Party's own Results will be subject to the agreement on fair and reasonable conditions between NNL and the party requesting access.
---	--	---

This represents the status at the time of signature of this Consortium Agreement.

PARTY 3

As to JRC -JOINT RESEARCH CENTRE- EUROPEAN COMMISSION, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of JRC -JOINT RESEARCH CENTRE- EUROPEAN COMMISSION shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 4

As to INSTITUT MINES-TELECOM, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of INSTITUT MINES-TELECOM shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 5

As to COMMISSARIAT A L ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES, it is agreed between the Parties that, to the best of their knowledge

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Formulation of magnesium phosphate cement-based	The use of any CEA Background IP will be subject	The use of any CEA Background IP Needed for

matrices for the encapsulation of reactive metals (Al) – Patent EP 2 970 011	to separate written agreement between CEA and the party requesting access.	exploitation of requesting Party's own Results will be subject to the agreement on fair and reasonable conditions between CEA and the party requesting access.
Process and formulation of geopolymer based matrices for the conditioning of Liquid Organic Waste – Patent EP 2 897 919	The use of any CEA Background IP will be subject to separate written agreement between CEA and the party requesting access.	Access rights according to Article 25.3 Grant Agreement Are legally limited by preexisting access rights to third party The use of any CEA Background IP Needed for exploitation of requesting Party's own Results will be subject to the agreement on fair and reasonable conditions between CEA and the party requesting access

The restrictions or limitations affecting CEA's Background may evolve after the execution of the Consortium Agreement. Any Access Right granted by CEA pursuant to the Consortium Agreement is subject to third parties rights existing at the time of the request for Access Right.

This represents the status at the time of signature of this Consortium Agreement.

PARTY 6

As to STUDIECENTRUM VOOR KERNENERGIE / CENTRE D'ETUDE DE L'ENERGIE NUCLEAIRE, it is agreed between the Parties that, to the best of their knowledge the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Research on metakaolin and/or blast furnace slags (and/or mixtures thereof) based geopolymers for radioactive waste immobilisation, including preparation protocols, durability properties and other relevant characteristics, as obtained within the	No specific limitations	Exploitation of the SCK CEN Background described in this Attachment 1 will be allowed to project partners only under Fair and Reasonable conditions, formalised in a separate written agreement between the Parties concerned.

context of the ASOF project executed with the support of the Belgian Energy Transition Fund.		
Research into the chemical stability of slag stemming from the thermal treatment of low-level radioactive waste.	No specific limitations	Exploitation of the SCK CEN Background described in this Attachment 1 will be allowed to project partners only under Fair and Reasonable conditions, formalised in a separate written agreement between the Parties concerned.

No other data, know-how or information of SCK CEN shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

SCK CEN will not grant any Access rights to such other Background than the Background listed above to the other Parties neither to carry out their own tasks under the Project nor for exploitation of their own Results.

This represents the status at the time of signature of this Consortium Agreement.

PARTY 7

As to BUNDESANSTALT FUER MATERIALFORSCHUNG UND -PRUEFUNG, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of BUNDESANSTALT FUER MATERIALFORSCHUNG UND -PRUEFUNG shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 8

As to MAGICS INSTRUMENTS, it is agreed between the Parties that, to the best of their knowledge

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation	Specific limitations and/or conditions for Exploitation
---------------------	---	---

	(Article 25.2 Grant Agreement)	(Article 25.3 Grant Agreement)
Research and know-how on machine learning algorithms executed with the support of the Belgium Energy transition Fund.	informed the other beneficiaries that access to its background is subject to legal restrictions or limits, including those imposed by the rights of third parties (including personnel), or	Fair and reasonable conditions
Expertise and know-how on low power embedded technologies	informed the other beneficiaries that access to its background is subject to legal restrictions or limits, including those imposed by the rights of third parties (including personnel), or	Fair and reasonable conditions

This represents the status at the time of signature of this Consortium Agreement.

PARTY 9

As to TECHNICAL UNIVERSITY OF SOFIA, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of TECHNICAL UNIVERSITY OF SOFIA shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 10

As to CESKE VYSOKE UCENI TECHNICKE V PRAZE, it is agreed between the Parties that, to the best of their knowledge No data, know-how or information of CESKE VYSOKE UCENI TECHNICKE V PRAZE shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 11

As to CENTRUM VYZKUMU REZ s.r.o, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of CENTRUM VYZKUMU REZ s.r.o shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 12

As to STATNI USTAV RADIACNI OCHRANY v.v.i., it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of STATNI USTAV RADIACNI OCHRANY v.v.i. shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 13

As to ÚJV Řež, a. s., it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of ÚJV Řež, a. s. shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 14

As to HELSINGIN YLIOPISTO, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of HELSINGIN YLIOPISTO shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 15

As to CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS, it is agreed between the Parties that, to the best of their knowledge
No data, know-how or information of CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 16

As to CENTRALE LILLE INSTITUTE, it is agreed between the Parties that, to the best of their knowledge

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Multiscale image quantitative analysis, including 3D particle/pore size distributions, percolating volumes, specific surface area	informed the other beneficiaries that access to its background is subject to legal restrictions or limits, including those imposed by the rights of third parties (including personnel)	Fair and reasonable conditions
Experimental durability assessment, by using fluid mass transport (in a Darcy's sense) through time	informed the other beneficiaries that access to its background is subject to legal restrictions or limits, including those imposed by the rights of third parties (including personnel)	Fair and reasonable conditions

This represents the status at the time of signature of this Consortium Agreement.

PARTY 17

As to INSTITUT DE RADIOPROTECTION ET DE SURETE NUCLEAIRE, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of INSTITUT DE RADIOPROTECTION ET DE SURETE NUCLEAIRE shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 18

As to Orano Cycle, it is agreed between the Parties that, to the best of their knowledge No data, know-how or information of Orano Cycle shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 19

As to DMT GmbH & CO. KG, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of DMT GmbH & Co. KG shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 20

As to FORSCHUNGSZENTRUM JULICH GMBH, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of FORSCHUNGSZENTRUM JULICH GMBH shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 21

As to KARLSRUHER INSTITUT FUER TECHNOLOGIE, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of KARLSRUHER INSTITUT FUER TECHNOLOGIE shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 22

As to NATIONAL CENTER FOR SCIENTIFIC RESEARCH "DEMOKRITOS", it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of NATIONAL CENTER FOR SCIENTIFIC RESEARCH "DEMOKRITOS" shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 23

As to ISOTOPTTECH NUKLEARIS TECHNOLOGIAI ES SZOLGALTATO ZARTKORUEN MUKODO RESZVENYTARSASAG, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of ISOTOPTTECH NUKLEARIS TECHNOLOGIAI ES SZOLGALTATO ZARTKORUEN MUKODO RESZVENYTARSASAG shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 24

As to RADIOOKOLOGIAI TISZTASAGERT TARSADALMI SZERVEZET, it is agreed between the Parties that, to the best of their knowledgeNo data, know-how or information of RADIOOKOLOGIAI TISZTASAGERT TARSADALMI SZERVEZET shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 25

As to TS ENERCON MERNOKIRODA KFT, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of TS ENERCON MERNOKIRODA KFT shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 26

As to ANSALDO NUCLEARE SPA, it is agreed between the Parties that, to the best of their knowledgeNo data, know-how or information of ANSALDO NUCLEARE SPA shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 27

As to AGENZIA NAZIONALE PER LE NUOVE TECNOLOGIE, L'ENERGIA E LO SVILUPPO ECONOMICO SOSTENIBILE, it is agreed between the Parties that, to the best of their

knowledgeNo data, know-how or information of AGENZIA NAZIONALE PER LE NUOVE TECNOLOGIE, L'ENERGIA E LO SVILUPPO ECONOMICO SOSTENIBILE shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 28

As to ISTITUTO NAZIONALE DI FISICA NUCLEARE, it is agreed between the Parties that, to the best of their knowledge

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
SciFi sensors for gamma radiation monitoring	Access will be provided on a royalty-free basis	Access will not be on a royalty-free basis, exploitation royalties will have to be agreed
SiLiF sensors for neutron radiation monitoring	Access will be provided on a royalty-free basis	Access will not be on a royalty-free basis, exploitation royalties will have to be agreed
Muon tomographic reconstruction	Access will be provided on a royalty-free basis	Access will not be on a royalty-free basis, exploitation royalties will have to be agreed

This represents the status at the time of signature of this Consortium Agreement.

PARTY 29

As to NUCLECO SOCIETA PER L'ECOINGEGNERIA NUCLEARE SOCIETA PER AZIONI, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of NUCLECO SOCIETA PER L'ECOINGEGNERIA NUCLEARE SOCIETA PER AZIONI shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 30

As to POLITECNICO DI MILANO, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of POLITECNICO DI MILANO shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 31

As to SOCIETA' GESTIONE IMPIANTI NUCLEARI PER AZIONI, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of SOCIETA' GESTIONE IMPIANTI NUCLEARI PER AZIONI shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 32

As to UNIVERSITA DI PISA, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of UNIVERSITA DI PISA shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 33

As to VALSTYBINIS MOKSLINIŲ TYRIMŲ INSTITUTAS FIZINIŲ IR TECHNOLOGIJŲ MOKSLŲ CENTRAS, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of VALSTYBINIS MOKSLINIŲ TYRIMŲ INSTITUTAS FIZINIŲ IR TECHNOLOGIJŲ MOKSLŲ CENTRAS shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 34

As to NUCLEAR RESEARCH AND CONSULTANCY GROUP, it is agreed between the Parties that, to the best of their knowledge No data, know-how or information of NUCLEAR RESEARCH AND CONSULTANCY GROUP shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 35

As to INSTITUTT FOR ENERGITEKNIKK, it is agreed between the Parties that, to the best of their knowledge No data, know-how or information of INSTITUTT FOR ENERGITEKNIKK shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 36

As to REGIA AUTONOMA TEHNOLOGII PENTRU ENERGIA NUCLEARA - RATEN, it is agreed between the Parties that, to the best of their knowledge No data, know-how or information of REGIA AUTONOMA TEHNOLOGII PENTRU ENERGIA NUCLEARA - RATEN shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 37

As to AMPHOS 21 CONSULTING SL, it is agreed between the Parties that, to the best of their knowledge No data, know-how or information of AMPHOS 21 CONSULTING SL shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 38

As to CENTRO DE INVESTIGACIONES ENERGETICAS, MEDIOAMBIENTALES Y TECNOLOGICAS-CIEMAT, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of CENTRO DE INVESTIGACIONES ENERGETICAS, MEDIOAMBIENTALES Y TECNOLOGICAS-CIEMAT shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 39

As to AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS, it is agreed between the Parties that, to the best of their knowledge

The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Implementation of Waste in special binders design as phosphate or alkaly activated matrix	n/a	n/a

This represents the status at the time of signature of this Consortium Agreement.

PARTY 40

As to EMPRESA NACIONAL DE RESIDUOS RADIOACTIVOS SA, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of EMPRESA NACIONAL DE RESIDUOS RADIOACTIVOS SA shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 41

As to UNIVERSIDAD AUTONOMA DE MADRID, it is agreed between the Parties that, to the best of their knowledge No data, know-how or information of UNIVERSIDAD AUTONOMA DE MADRID shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 42

As to PAUL SCHERRER INSTITUT, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of PAUL SCHERRER INSTITUT shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 43

As to GALSON SCIENCES LIMITED, it is agreed between the Parties that, to the best of their knowledge
No data, know-how or information of GALSON SCIENCES LIMITED shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 44

As to THE UNIVERSITY OF MANCHESTER, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of THE UNIVERSITY OF MANCHESTER shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 45

As to THE UNIVERSITY OF SHEFFIELD, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of THE UNIVERSITY OF SHEFFIELD shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 46

As to NATIONAL SCIENCE CENTER KHARKOV INSTITUTE OF PHYSICS AND TECHNOLOGY, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of NATIONAL SCIENCE CENTER KHARKOV INSTITUTE OF PHYSICS AND TECHNOLOGY shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 47

As to INSTITUTE OF ENVIRONMENTAL GEOCHEMISTRY OF THE NATIONAL ACADEMY OF SCIENCES OF UKRAINE, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of INSTITUTE OF ENVIRONMENTAL GEOCHEMISTRY OF THE NATIONAL ACADEMY OF SCIENCES OF UKRAINE shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

Attachment 2: Accession document

ACCESSION

of a new Party to

Predis Consortium Agreement, dated 01-06-2020

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE Grant Agreement]

hereby consents to become a Party to the Consortium Agreement identified above and accepts all the rights and obligations of a Party starting [date].

[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE Grant Agreement]

hereby certifies that the consortium has accepted in the meeting held on [date] the accession of [the name of the new Party] to the consortium starting [date].

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

Attachment 3: List of Third Parties for simplified transfer according to Section 8.3.2.

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS):

Members of the Joint Research Unit „Laboratoire de physique des 2 infinis - Irène Joliot-Curie” (UMR9012 - IJCLab), directed by Mr. Achille Stocchi:

Université Paris-Saclay

a scientific, cultural and professional public establishment, a higher education institution, having its registered office at Immeuble Technologique Entrée B, Route de l'Orme aux Mérisiers 91190 SAINT-AUBIN France, SIRET number 130 026 024 00013 represented by Mrs. Sylvie RETAILLEAU, President

UNIVERSITE DE PARIS

a scientific, cultural and professional public establishment, a higher education institution, having its registered office at 85 boulevard Saint-Germain – 75006 Paris, SIRET n°130 025 737 00011 et code APE 8542Z, represented by Mrs. Christine CLERICI, President

Attachment 4: Identified Affiliated Entities according to Section 9.5

University of Helsinki:

1. Helsinki Innovation Services Ltd.

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE – CNRS:

- 1. CNRS Innovation – N°SIREN 388 461 154
- 2. SATT Paris Saclay – N°SIREN 803 858 430

Attachment 5: Model Joint Controller Agreement

1. Parties

This joint controller agreement (“JCA”) is entered into by and between the following parties (individually “Party” or collectively “Parties”)

Project information:	
Project:	
Consortium Agreement:	
Joint controllers:	
[Joint Controller’s legal name, “XXX”]	Address: [Registered address] Project’s contact person: [Name, address, e-mail] Data protection officer: [Name, address, e-mail]
[Joint Controller’s legal name, “XXX”]	Address: [Registered address] Project’s contact person: [Name, address, e-mail] Data protection officer: [Name, address, e-mail]
[Joint Controller’s legal name, “XXX”]	Address: [Registered address] Project’s contact person: [Name, address, e-mail] Data protection officer: [Name, address, e-mail]

2. Definitions

- 2.1. This JCA includes definitions used in the Data Protection Laws, such as “personal data”, “personal data breach”, “data subject”, “data controller”, “processing” and “processor”. The meaning of such definitions used in this JCA shall correspond to their meanings in the Data Protection Laws.
- 2.2. “Data Protection Laws” means all applicable legislation concerning the protection of personal data, including the General Data Protection Regulation (EU) 2016/679 (“GDPR”), any other data protection legislation applicable to the Project Personal Data, as well as the binding orders of data protection authorities.
- 2.3. “Description of Processing” means Appendix A to this JCA which describes i.a. personal data categories, processing purpose(s) and other specifics required to comply with informing and transparency requirements of processing pursuant to GDPR.
- 2.4. “Project Personal Data” means personal data included in the Background, Results, Confidential Information or other research data and processed by a Party or Parties for the purposes of the Project.
- 2.5. “Rights of the Data Subjects” means rights under GDPR chapter III.

3. The Purpose and Scope of the JCA

- 3.1. This JCA applies where and to the Parties are joint controllers in the meaning of GDPR Article 26. The purpose of the JCA is to agree upon collaboration, rights, obligations and liabilities of the joint controllers.
- 3.2. The Parties have jointly prepared a Description of Processing that is an integral part of this JCA. In case of conflict with this JCA and the Description of Processing, the JCA prevails.
- 3.3. The Parties may amend the Description of Processing in writing (e-mail). Each Party shall provide the other Parties with all necessary and up-to-date information about the personal data processing carried out by the Party to ensure that the Description of Processing is at all times up-to-date and accurate.

4. Disclosure of Project Personal Data between Parties

- 4.1. The Parties may provide Project Personal Data necessary for the purposes of the Project to each other without separate agreement. If additional criteria not taken into account in this JCA is required to the use of any specific Project Personal Data, the providing Party may require the receiving Party to sign a separate agreement concerning the use of such Project Personal Data.
- 4.2. Each Party that discloses Project Personal Data to another Party is responsible for ensuring that such disclosure is permitted under the Data Protection Laws.
- 4.3. When reasonably possible, each Party shall anonymise Project Personal Data before disclosing it to any other Party. When anonymisation of Project Personal Data is not reasonably possible, a Party shall only disclose Project Personal Data to another Party in pseudonymised form. For the avoidance of doubt, a Party shall not disclose to another Party any pseudonymisation keys that would permit reidentification of data subjects, and any Party receiving Project Personal Data from another Party shall not attempt to re-identify any data subjects.

5. General Responsibilities of the Parties

- 5.1. Each Party shall:
 - 5.1.1. comply with the Data Protection Laws. Each Party is responsible for ensuring that the processing of the Project Personal Data carried out by it is in accordance with the Data Protection Laws, the Consortium Agreement and this JCA.
 - 5.1.2. with regard to its research involving participation of human beings or when its research work uses human genetic material or biological samples, fully and solely comply also with all applicable ethical laws and guidelines, recommendations and instructions given by authorities and/or the funding authority.
 - 5.1.3. take all appropriate technical and organizational measures to ensure that the Project Personal Data is processed in accordance with the Data Protection Laws, the Consortium Agreement, this JCA and any other measures or practices agreed in writing between the Parties.
 - 5.1.4. not process or otherwise utilize the Project Personal Data it processes under the Consortium Agreement for any purposes other than the performance of the Project, and only to the extent necessary for the Project, unless such Party has other legal grounds under the Data Protection Laws to process such Project Personal Data.

- 5.1.5. conclude a data protection impact assessment on the processing of the Project Personal Data if such assessment is required by the Data Protection Laws.
- 5.1.6. at the request of another Party, provide any information about its processing activities reasonably required by the other Party to comply with its obligations under the Data Protection Laws.
- 5.1.7. upon the completion of the Project, anonymize or delete in a secure manner all Project Personal Data in its possession, unless the Party has a right or obligation under the Data Protection Laws to continue the Processing of the Personal Data.

6. Confidentiality

6.1. Each Party shall:

- 6.1.1. ensure that only its personnel who need the Project Personal Data to carry out tasks related to the Project have access to the Project Personal Data.
- 6.1.2. ensure that its personnel processing the Project Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 6.1.3. ensure that its personnel who have access to the Project Personal Data are aware of their obligations concerning the processing of the Project Personal Data and will process the Project Personal Data in accordance with the Data Protection Laws, the Consortium Agreement and this JCA.

7. Data Processors

7.1. Each Party shall:

- 7.1.1. impose on each of its Processor the obligations which Controllers are obliged to impose on processors under the Data Protection Laws;
- 7.1.2. monitor each of its Processor's compliance with those obligations and ensure that each Processor complies with those obligations; and
- 7.1.3. be liable to the other Parties for the acts and omissions of its Processors as though they were its own acts and omissions.

8. Transfers of the Personal Data

- 8.1. Project Personal Data may be transferred to recipients located outside the European Economic Area if this is specified in Data Protection Description or otherwise in writing between the Parties. If Project Personal Data is transferred to recipients located outside the European Economic Area, the Party acting as data exporter shall ensure that the transfer is concluded in accordance with the Data Protection Laws.
- 8.2. If Project Personal Data is transferred from a Party located in the European Economic Area to a Party not located in the European Economic Area, the Parties concerned shall sign the EU standard contractual clauses for data transfers or otherwise ensure that the transfer is carried out in accordance with the requirements of the Data Protection Laws.

9. Data Breaches

- 9.1. If a Party becomes aware of a data breach concerning the Project Personal Data, it shall communicate the breach to the other Parties without undue delay. Each Party

shall also notify the other Parties about any other problems or disturbances that may have an effect on the rights and freedoms of the data subjects.

- 9.2. Each Party affected by a personal data breach shall without undue delay take necessary measures in order to address the personal data breach and mitigate and rectify its effects.
- 9.3. The Parties affected by Personal Data Breach shall notify the Personal Data Breach to the competent supervisory authority/authorities without delay in accordance with the Data Protection Laws. Each Party shall give the other Parties the information required for the notification.

10. Data Subject Rights

- 10.1. Each Party that receives a request concerning the use of the Rights of a Data Subject (GDPR Chapter III) or withdrawal of consent for processing must communicate the request or withdrawal to all affected Parties without undue delay.
- 10.2. Each Party is responsible for taking all necessary and appropriate measures required by the Data Protection Laws in order to fulfill the rights of data subjects.
- 10.3. If processing of Project Personal Data is based on the consent of the data subject and a data subject withdraws their consent, each Party processing Project Personal Data on the basis of such consent shall stop processing of such Project Personal Data and delete it without undue delay, unless the Party is permitted to continue the processing of the Project Personal Data under the Data Protection Laws.

11. Informing the research participants

- 11.1. The Parties shall jointly agree upon measures taken to fulfil the informing requirement of data subjects, such as use of Description of Processing or other form. The Parties agree to comply with agreed measures.
- 11.2. Each Party is responsible for providing the information required by the Data Protection Laws to data subjects as regards Project Personal Data that it collects or has collected. Said Party is responsible for securing that information provided to the data subjects shall be compliant with Description of Processing. If Description of Processing is amended in accordance with this JCA, the Party who has provided the information to the data subject is responsible for informing the data subject with respect to the change, when required by Data Protection Legislation.

12. Liability

- 12.1. Parties are liable for processing of personal data in accordance with Article 82 of the GDPR. The Parties explicitly acknowledge and agree that the limitation of liability set forth in Section 5 of the Consortium Agreement does not apply to damages to be compensated under GDPR Article 82.

13. Term and termination

- 13.1. This JCA shall enter into force upon signature by all Joint Controllers shall be valid for the duration of the Consortium Agreement.
- 13.2. Upon termination or expiration of the duration of processing as set forth in the Description of Processing, each Party agrees to remove all personal data in its possession or control, unless said Party has legal basis for further processing in accordance with Data Protection Laws.

14. Other terms

- 14.1. Amendments of this Agreement are valid only if made in writing and signed by all Parties.
- 14.2. This Agreement shall be governed by the laws of [x], excluding its choice of law regulations. All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, shall be finally settled under Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. Nothing in this Agreement shall limit the Parties' right to seek temporary injunctive relief or to enforce an arbitration award in any applicable competent court of law.

13 Appendix A: Description of Processing

Primary contact point informed to data subjects:	[E.g. The Joint Controller who is the primary contact point (if any) towards data subjects.]
Description of processing and processing purpose:	[E.g. Description of processing: Project level or WP level]
Legal basis of processing (choose <u>one</u> applicable to all joint controllers):	<input type="checkbox"/> Performance of a task carried out in the public interest scientific or historical research purposes or statistical purposes <input type="checkbox"/> Legitimate interests pursued by the controllers or by a third party. Describe: [Describe the legitimate interest]. <input type="checkbox"/> Data subject's consent
Personal data categories:	[E.g. name, employer, employer's address]
Data subject categories:	[E.g. research participants]
Recipients of personal data:	[E.g. Known Processors, Sub-processors and other controllers or categories]
Transfer of personal data to non-EU or non-EEA country	[Yes/ No. Describe mechanism as informed to the data subjects.]
Duration of processing:	
Data subject's rights (choose all applicable subject to provisions of GDPR):	<input type="checkbox"/> Right to withdraw consent (Art. 7) <input type="checkbox"/> Right of access (Art. 15) <input type="checkbox"/> Right to rectify information (Art. 16) <input type="checkbox"/> Right to be forgotten (Art. 17) <input type="checkbox"/> Right to restrict processing (Art. 18) <input type="checkbox"/> Right to data portability (Art. 20) <input type="checkbox"/> Right to object (Art. 21)